

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

FOREST OAKS SHREVEPORT
APARTMENTS, LLC,

Plaintiff,

vs.

Case No.

Hon.

WESTERN WORLD INSURANCE
COMPANY,

Jury Demand

Defendant.

COMPLAINT

NOW COMES Plaintiff, FOREST OAKS SHREVEPORT APARTMENTS, LLC, by and through its attorneys, FABIAN, SKLAR, KING & LISS, P.C. and GAUTHIER MURPHY & HOUGHTALING, LLC, and for its Complaint against Defendant, WESTERN WORLD INSURANCE COMPANY, states unto this Honorable Court as follows:

1. Plaintiff, FOREST OAKS SHREVEPORT APARTMENTS, LLC, is a limited liability company domiciled in the City of Shreveport, Parish of Caddo, State of Louisiana and therefore is a citizen of State of Louisiana.

2. Defendant, WESTERN WORLD INSURANCE COMPANY, upon information and belief, is a corporation organized and existing under the laws of the State of New Hampshire, which has its principal place of business in Parsippany,

New Jersey and is therefore believed to be a citizen of the States of New Hampshire and New Jersey.

3. The facts giving rise to this Complaint occurred in the City of Shreveport, Parish of Caddo, State of Louisiana.

4. The amount in controversy between the parties exceeds the sum of Seventy-Five Thousand (\$75,000.00) Dollars exclusive of costs and interest.

5. The Court has original jurisdiction over this action pursuant to 28 U.S.C. §1332 due to the amount in controversy and the parties' diversity of citizenship.

6. At all relevant times, Plaintiff was the named insured or otherwise entitled to insurance benefits pursuant to policy no. BRB0003073 (the "Policy"), issued by Defendant, a copy of which is in Defendant's possession, which insured Plaintiff's real property located at 1668-1676 David Raines Road in Shreveport, Louisiana against direct physical loss or damage caused by or resulting from fire with building coverage limits of \$1,628,000. (Ex. 1).

7. On or about May 17, 2019, while Defendant's policy was in full force and effect, one of Plaintiff's buildings located at 1668-1676 David Raines Road in Shreveport, Louisiana was damaged by fire.

8. Upon discovery, Plaintiff timely notified Defendant of the loss.

9. Defendant accepted liability for the loss under the Policy and estimated

the replacement cost value of the loss to be \$1,059,403.17, with an actual cash value of \$964,188.33. (Ex. 2).

10. On or about September 18, 2019, Plaintiff submitted an executed Sworn Statement in Proof of Loss for the Building claim only (not including debris removal) in the amount of \$989,188.33. (Ex. 3).

11. Though the amount of Plaintiff's claim is undisputed and within the Policy's Building coverage limits of \$1,628,000.00, Defendant only issued payment in the amount of \$407,000.00 for Plaintiff's building claim, not including debris removal, which Defendant paid separately. (Ex. 4).

12. Defendant breached the parties' insurance contract when it refused to pay the undisputed amount of Plaintiff's building claim in excess of \$407,000.00.

13. As a direct and proximate result of Defendant's breach of the parties' insurance contract, Defendant remains indebted to Plaintiff in the amount of \$532,188.33 on Plaintiff's building claim, and for any incidental and consequential damages Plaintiff may have suffered which were in the contemplation of the parties at the time the contract was made, or which are the natural and usual consequence of a breach of a property insurance contract.

14. Additionally, in violation of La. R.S. 22:1892, Defendant's failure to pay the full amount of Plaintiff's building claim was arbitrary, capricious, or without probable cause.

15. Because Defendant made a partial payment of \$407,000.00 on Plaintiff's claim, but arbitrarily, capriciously or without probable cause failed to pay the remaining \$532,188.33 owing on Plaintiff's building claim, Defendant is liable to Plaintiff pursuant to La. R.S. 22:1892(B)(1) for payment of an additional \$266,094.16, which is fifty percent of the difference between the amount paid and the amount due, plus reasonable attorney fees and costs.

WHEREFORE Plaintiff FOREST OAKS SHREVEPORT APARTMENTS, LLC respectfully requests this Honorable Court to enter judgment in its favor and against Defendant WESTERN WORLD INSURANCE COMPANY providing as follows:

A. That a judgment in the amount of \$532,188.33 on Plaintiff's building claim be entered in favor of Plaintiff FOREST OAKS SHREVEPORT APARTMENTS, LLC and against Defendant WESTERN WORLD INSURANCE COMPANY;

B. That Plaintiff be awarded an additional \$266,094.16 pursuant to La. R.S. 22:1892(B)(1) for Defendant's arbitrary, capricious or without probable cause failure to pay the full amount owing on Plaintiff's building claim;

C. That Plaintiff be awarded all incidental and consequential damages incurred by Plaintiff, if any, that were in the contemplation of the parties at the time the contract was made, or which are the natural and usual consequence of a breach

of a property insurance contract;

D. That Plaintiff be awarded statutory interest and taxable costs to which it may additionally be entitled;

E. That the judgment award such other relief as the Court deems just in equity and good conscience.

Respectfully submitted,

/s/ Jason J. Liss

Jason J. Liss, *Pro Hac Vice*

Fabian, Sklar, King & Liss, P.C.

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